ficiary can exist only if the parties to the insurance contract intend that it should. As an insurer, by reserving to himself the right to determine the beneficiary, clearly shows an intent that no right shall vest in any particular person, the right of the beneficiary is not a vested one, and therefore the insured should be allowed to surrender the policy without the beneficiary's consent. *Equitable Life Assurance Soc.* v. *Stough*, 45 Ind. App. 411, 89 N. E. 612; *Hick* v. *North Western, etc. Co.*, 147 N. W. 883 (Ia.).

LANDLORD AND TENANT — REPAIR AND USE OF PREMISES — LANDLORD'S LIABILITY TO CUSTOMER OR GUEST OF TENANT FOR NEGLIGENT REPAIRS. — A shopkeeper requested his landlord to have an iron post erected in his shop, and in consideration of his rent not being raised, agreed to pay for the expense of the work. The work was negligently done by the landlord, and a customer was injured by the falling of the post. He now sues the landlord. *Held*, that he may recover. *Feeley* v. *Doyle*, 109 N. E. 902 (Mass.).

A landlord negligently repaired a hand rail, which at the request of the tenant he had gratuitously promised to repair. A social guest of the tenant was injured because of the defective rail. He now sues the landlord. *Held*, that he may not recover. *Thomas* v. *Lane*, 221 Mass. 447, 109 N. E. 363.

When a landlord has made repairs on the premises, it does not affect his liability to the tenant whether or not his prior agreement to make them was for a consideration. *Gill* v. *Middleton*, 105 Mass. 477; *Wertheimer* v. *Saunders*, 95 Wis. 573, 70 N. W. 824. Since neither a customer nor a social guest of the tenant is a party to the agreement, it is submitted that *a fortiori* the character of the agreement has no effect on the rights of either against the landlord. A customer is a business guest to whom the occupant is liable for injuries caused by defects in premises due to his negligence. *League* v. *Stradley*, 68 S. C. 515, 47 S. E. 975; *Kean* v. *Schoening*, 103 Mo. App. 77, 77 S. W. 335. Therefore where the defects are due to the landlord's negligence, the landlord is liable to the guest, as well if we consider his duty to be that of an occupant as if we consider it to be the general duty of care owed to a stranger. But to a social guest the occupant of the premises seems to owe only the limited duty which he owes to a licensee. *Southcote* v. *Stanley*, 1 H. & N. 247. See *Indermaur* v. *Dames*, L. R. 1 C. P. 274, 287; *Beard* v. *Klusmeier*, 158 Ky. 153, 156, 164 S. W. 319, 321. See BIGELOW, TORTS, 7 ed., § 741. *Contra*, *Barman* v. *Spencer*, 49 N. E. 9 (Ind.). Some *dicta* hold that for repairs made on the premises the landlord owes to the licensee only the duty that the occupant owes. *Barman* v. *Spencer*, *supra*. See *Malone* v. *Laskey*, [1907] 2 K. B. 141, 154. However, on the better view, a stranger who contracts with the tenant for repairs must use ordinary care toward a guest of the tenant. See 28 HARV. L. REV. 818. It is submitted that there is no reason why the landlord should not owe this same duty of care, and why he should not be liable in the second principal case.

LIMITATION OF ACTIONS — FRAUD — DISCOVERY — PRESUMPTION OF KNOWLEDGE OF DOCUMENT FROM READING. — The defendant, who was the plaintiff's confidential adviser, sold her a piece of land to which he had no title, and gave her a quitclaim instead of a warranty deed. The plaintiff read over the document, but failed to comprehend its character. On discovering the error seven years later she brings suit. The state statute of limitations bars actions for fraud not brought within two years after the discovery of the fraud. 1910 OKL. R. L., § 4657, c. 3. *Held*, that the plaintiff cannot recover because reading over the document is conclusive discovery of its contents. *Jones* v. *Woodward*, 151 Pac. 586 (Okl.).

A plaintiff in equity is not guilty of laches when he delays suit in reasonable ignorance of the fraud. *Phalen* v. *Clark*, 19 Conn. 421. See *Hovenden* v.

Lord Annesley, 2 Sch. & Lef. 607, 634. Many courts of law followed this equitable rule in construing the statute of limitations. *First Massachusetts Turnpike* v. *Field*, 3 Mass. 201; *Sherwood* v. *Sutton*, 5 Mason (U. S.) 143. See *Bree* v. *Holbech*, Dougl. 654. *Contra, Troup* v. *Executors of Smith*, 20 Johns. (N. Y.) 33. Later, many of the state codes lent express legislative sanction by providing that the statute should not run until "discovery of the fraud." See WOOD, LIMITATIONS, 3 ed., § 274, appendix. Even under such enactments the statute is held to run not only from actual knowledge of the fraud, but also whenever both the means of discovery and a reasonable cause for suspicion coexist. *Archer* v. *Freeman*, 124 Cal. 528, 57 Pac. 474; *Higgins* v. *Crouse*, 147 N. Y. 411, 42 N. E. 6; *Smalley* v. *Vogt*, 166 S. W. 1 (Texas). When, therefore, as in the principal case, a relation of confidence between the parties prevents suspicion, the statute does not run. *Kirkley* v. *Sharp*, 98 Ga. 484, 25 S. E. 562; *Arkins* v. *Arkins*, 20 Colo. App. 123, 77 Pac. 256. But the court in the principal case rested its decision on the ground that as the plaintiff had read the conveyance, she had "actual notice of the character of the instrument." Since stupidity, ignorance, or, as in the principal case, inattention born of confidence may prevent comprehension of what is read, such notice is not in fact the necessary result of reading the conveyance. Nor on the ground of policy should such notice be conclusively presumed in an action for fraud, for neither is there culpability in a failure to understand what is read nor should the courts protect a fraudulent defendant on the ground of the credulity of the plaintiff. *Fargo Gas & Coke Co.* v. *Fargo Gas & Electric Co.*, 4 N. D. 219, 59 N. W. 1066.

MASTER AND SERVANT — WORKMAN'S COMPENSATION ACTS — CONSTRUCTION OF CLAUSE EXCLUDING OTHER REMEDIES. — An injured seaman applied for a *mandamus* to the Industrial Insurance Commission to compel his employer to reimburse him for his injury in accordance with the Workman's Compensation Act, which excludes "every other remedy, proceeding, or compensation." 1913 SUPP. WASH. STAT. 667. *Held*, that the plaintiff is not entitled to the benefit of the act. *State* v. *Daggett*, 151 Pac. 648 (Wash.).

Under a similar statute, 1914 SUPP. N. Y. COMP. STAT. 997, it was held that an injured maritime servant could recover. *Walker* v. *Clyde Steamship Co.*, 765 N. Y. Comb. 529 (Ct. of App.).

An injured maritime servant can sue in admiralty for damages. *The Slingsby*, 116 Fed. 227. The Judiciary Act, which confers admiralty jurisdiction on the federal courts, saves "to suitors in all cases the right to a common-law remedy where the common law is competent to give it." 1 U. S. COMP. STAT. 516. This clause has been construed by the courts to include the statutory remedy created by a Workman's Compensation Act. *Berton* v. *Tietjen, etc. Co.*, 219 Fed. 763; *Kennerson* v. *Thames Towboat Co.*, 94 Atl. 372 (Conn.). On the other hand, any attempt by a state to modify the admiralty jurisdiction of the federal courts over such a case must necessarily fail. *Workman* v. *City of New York*, 179 U. S. 552, 557. See *The Fred E. Sander*, 208 Fed. 724, 730. Now a statute should not be construed as in conflict with the Constitution and laws of the United States, when it will bear any other interpretation. See *Knights, etc. Co.* v. *Jarman*, 187 U. S. 197, 201. It thus follows that the remedy created by the Workman's Compensation Acts should be construed as a substitution for former common-law remedies only, and so be coexistent with a remedy in admiralty, in the case of an injured seaman. *The Fred E. Sander*, *supra*. Hence the fact that an exclusive remedy cannot be given in admiralty should not deprive a maritime servant of the benefit of the act.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACT — ADMISSIBILITY OF HEARSAY BEFORE ADMINISTRATIVE TRIBUNAL. — An employee